



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 17, 2012

CBCA 2721-RELO

In the Matter of BRIAN J. SILER

Brian J. Siler, Coupeville, WA, Claimant.

Edward J. Brennan, Jr., Director, Transportation and Travel Management, Department of State, Washington, DC, appearing for Department of State.

DANIELS, Board Judge (Chairman).

When Brian J. Siler retired from the Foreign Service in September 2011, his household goods were transported at government expense to his new home in Coupeville, Washington. The goods were shipped in two lots – 11,957 pounds from storage in Hagerstown, Maryland, and 7115 pounds from his final post, Dublin, Ireland. The total weight of the goods was greater than 18,000 pounds, and the Department of State demanded that Mr. Siler pay the portion of the cost of shipment attributable to the excess weight. Mr. Siler asks the Board to set aside this demand.

Mr. Siler maintains that the company that moved his goods from Dublin is responsible for the costs in question because it failed to fulfill its contractual obligations. He asserts that the company should have notified both him and the Department that he had exceeded the weight allowance, thereby giving him an opportunity to take action to rectify the problem. We find these contentions unpersuasive.

By statute, the Secretary of State is authorized to transport the household goods of a foreign service officer who is separating from the Service from his final post of duty to the place where he will reside. 22 U.S.C. § 4081(11) (2006). The total weight of goods which may be shipped at government expense is limited, however, to 18,000 pounds. This total applies to goods which are removed from storage and those which are moved from the last

duty post. 14 FAM 611.6-1. The foreign service officer is responsible for costs associated with shipment of additional weight. *Id.* 612.3. We have held that the 18,000 pound limitation leaves no room for compromise, and we have consistently enforced it. *E.g.*, *Michael V. Torretta*, CBCA 1521-RELO, 09-2 BCA ¶ 34,168.

Although Mr. Siler says that the moving company failed to fulfill its contractual obligations, he has not shown us what those obligations are. His complaint that the company should have notified him that the weight of his goods exceeded 18,000 pounds is belied by the facts which he himself recites to us. Mr. Siler knew at all times the weight of the goods which the Department stored for him in Maryland, 11,957 pounds. The moving company weighed each parcel of the goods it shipped from Ireland on a portable scale, and it informed him, as it placed these parcels on its truck, that the total weight was 7014 pounds. Although this figure was not precisely correct – an accurate measure turned out to be 1.4% higher – it provided Mr. Siler with the knowledge that the total weight of his goods exceeded 18,000 pounds. Thus, he had an opportunity to eliminate items from the shipment, so as to avoid responsibility for some of the costs of the shipment, before his goods left Ireland.

As Mr. Siler notes, the Foreign Affairs Manual provides that “[i]f a shipment is known to be in excess of the [authorized weight] allowance, it is not to be forwarded by the originating post until the employee is notified of the excess weight, is informed of the difference to be paid for the cost of shipping, and is told which options may be exercised.” 14 FAM 612.3-3(a). This administrative direction does not vary the limitation on the weight of goods which may be transported at government expense, however. In addition, we do not consider that the provision has any application to the situation before us. Mr. Siler was authorized to ship 7200 pounds from Ireland to his residence in Washington State. His goods weighed less than this amount, so the originating post would not have known that he would be obligated to pay for part of the shipment. It was Mr. Siler’s responsibility to realize that when combined with the large amount of goods stored in Maryland, the weight of the goods to be shipped from Ireland would exceed 18,000 pounds.

We conclude that Mr. Siler must pay for transporting the portion of his goods which exceeded 18,000 pounds in weight.

STEPHEN M. DANIELS
Board Judge